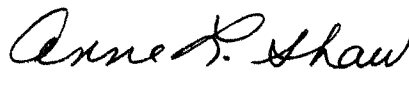

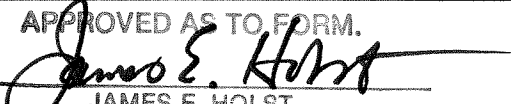


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 OF 7
2. AMENDMENT/MODIFICATION NO. M311	3. EFFECTIVE DATE July 20, 2000	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Oakland Operations Office 1301 Clay Street Oakland, CA 94612	CODE	7. ADMINISTERED BY (If other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State, and ZIP Code) The Regents of the University of California Office of the President, Laboratory Administration 1111 Franklin Street, 5 <sup>th</sup> Floor Oakland, CA 94607-5206			(,)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC03-76SF00098/M253
				10B. DATED (SEE ITEM 13) October 1, 1997
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not ex-tended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 25, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN CONTRACT/ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause 5.1, CONTRACT MODIFICATIONS (SPECIAL)				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor is not, X is required to sign this document and return <u>2</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  Please see page 2 of 7  Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)  Anne Shaw, Associate Secretary of The Regents University of California			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  Ronna Promani, Contracting Officer U.S. Department of Energy, Oakland Operations Office	
15B. CONTRACTOR/OFFEROR   (Signature of person authorized to sign)	15C. DATE SIGNED  9/22/2000	16B. UNITED STATES OF AMERICA  By  (Signature of Contracting Officer)	16C. DATE SIGNED  9/26/2000	

APPROVED AS TO FORM.

  
 JAMES E. HOLST  
 GENERAL COUNSEL OF THE REGENTS  
 OF THE UNIVERSITY OF CALIFORNIA

MAKE THE FOLLOWING CHANGES TO THE TABLE OF CONTENTS:

CLAUSE 3.9 – Change date from “(APR 1996)” to: “(NOV 1999)”

CLAUSE 6.9 – Remove and reserve

CLAUSE 8.5 – Change date from “(NOV 1998)” to “(MAR 2000)”

CLAUSE 8.13 – Change entire title to “CLAUSE 8.13 – (FAR 52.225-1) BUY AMERICAN ACT – BALANCE OF PAYMENTS PROGRAM – SUPPLIES (FEB 2000)”

CLAUSE 8.14 – Change “FAR 52.225-5” to “FAR 52.225-9”. After “BUY AMERICAN ACT” add “ – BALANCE OF PAYMENTS PROGRAM”. Change date from “(JUN 1997)” to “(FEB 2000)”.

CLAUSE 8.15 – Change “FAR 52.225-11” to “FAR 52.225-13”. Change date from “(AUG 1998)” to “(FEB 2000)”

MAKE THE FOLLOWING PEN AND INK CHANGES:

CLAUSE 3.9 — Administration of Cost Accounting Standards

- Change date after title from “(APR 1996)” to “(NOV 1999)”
- Delete “and” at end of (e) (1)
- Add “(2)” on next line – before “Include the substance of this clause in all negotiated subcontracts” and delete “.” following statement and replace with “; and”
- Add “(3)” on next line – Delete “In addition,” capatilize “w” in “Within”
- Delete (3)(iv) in its entirety

CLAUSE 8.5

- Change date after title from “(NOV 1998)” to “(MAR 2000)”
- Delete “(5) Clean Air and Water, Clause at FAR 52.223-2; requirements at FAR 23.1.”

CLAUSE 8.15 –

- Change FAR cite from “52.225-11” to “52.225-13”
- Change date from “(AUG 1998)” to “(FEB 2000)”
- Under (a) Delete “Unless advance written approval of the Contracting Officer is Obtained” and capitalize “t” in “The”. Add a “,” after “acquire”. Delete “by Executive Order or” and replace with “under”. After “Those countries” delete “include” and replace with “are”.

- Under (c) delete “agrees to” and replace with “shall”. Delete “the provisions of” and “hereunder”.

DELETE THE FOLLOWING CLAUSES IN THEIR ENTIRETY AND REPLACE WITH THE FOLLOWING:

CLAUSE 6.9 –Remove and Reserve

CLAUSE 8.13 - FAR 52.225-1 BUY AMERICAN ACT –BALANCE OF PAYMENTS PROGRAM-- SUPPLIES (FEB 2000)

(a) Definitions as used in this clause--

(1) “Component” means any item supplied to the government as part of an end item or of another component.

(2) “Cost of components” means--

(i) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(ii) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (i) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

(3) “Domestic end product” means --

(i) An unmanufactured end product mined or produced in the United States;  
or

(ii) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

(4) “End product” means supplies delivered under a line item of a Government contract.

(5) “Foreign end product” means an end product other than a domestic end product.

(6) “United States” means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired for use in the United States. The Balance of Payments Program provides a preference for domestic end products for supplies acquired for use outside the United States.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled “Buy American Act--Balance of Payments Program Certificate.”

CLAUSE 8.14 - FAR 52.225- 9 BUY AMERICAN ACT –BALANCE OF PAYMENTS PROGRAM-- CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. As used in this clause--

(1) “Components means” any article, material, or supply incorporated directly into construction materials.

(2) “Construction material” means an article, material, or supply brought to the construction site by the contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

(3) “Cost of components means”--

(i) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(ii) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (i) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

(4) "Domestic construction material" means--

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

(5) "Foreign construction material" means a construction material other than a domestic construction material.

(6) "United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in subparagraphs (b)(2) and (b)(3) below.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

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*(Contracting Officer to list applicable accepted materials or indicate "none")*

(3) The Contracting Officer may add other foreign construction material to the list in subparagraph (b)(2) above if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.

(1) (i) Any Contractor request to use foreign construction material in accordance with subparagraph (b)(3) above shall include adequate information for Government evaluation of the request, including-- (A) A description of the foreign and domestic construction materials; (B) Unit of measure; (C) Quantity; (D) Price; (E) Time of delivery or availability; (F) Location of the construction project; (G) Name and address of the proposed supplier; and (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with subparagraph (b)(3) above.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) below.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in subparagraph (b)(3)(i) above.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) above based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE  
COMPARISON

<u>Construction Material Description</u>	<u>Unit Of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
Item 1: Foreign construction material Domestic construction material			
Item 2: Foreign construction material Domestic construction material			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued). List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

\*\*\*\*\*END OF MODIFICATION 311\*\*\*\*\*